

REMARKS

The Examiner asserted that applicants' attorney allegedly signed a submission establishing ownership interest, and that applicants' attorney is not authorized to sign a submission establishing ownership.

The Examiner also asserted that the reissue declaration is defective because it does not states that all errors that are being corrected arose without deceptive intent on the part of the applicant.

To explore these two assertions, the undersigned applicants' representative called Examiner Nguyen, and in the course of the conversation pointed the following:

- (1) the reissue application was filed with a form, labeled "REISSUE APPLICATION: CONSENT OF ASSIGNEE & STATEMENT UNDER 37 CFR 3.73(b)," which was signed by Ms. Francine Berry who, at the time of the signing, was the Vice President, Law of AT&T Corp. She was authorized to sign on behalf of the AT&T Corp. The form specified the reel and frame number of the assignment to AT&T Corp., and that established the chain of title.
- (2) The reissue declaration that was filed with the application contains a number of paragraphs, and the sixth paragraph begins with the statement "The error arose during the preparation of the application for the original patent, **and without deceptive intent on our part.**"

The Examiner was unable to explain why the assertions were made and suggested that applicants simply traverse, with a statement explaining why applicants believe the reissue application is not defective.

It is hoped that the above comments suffice. Of course, if there is some defect that the Examiner can point to and explain, applicants would gladly undertake to rectify it.

Claims 1-3, 9-12, 14, and 16 were rejected under 35 USC 103(a) as being unpatentable over Fougny et al, U.S. Patent 5,722,067. Applicants respectfully traverse.

The reference teaches an arrangement where a cellular service provider has a set of telephone numbers that are reserved for pre-paid service (col. 5, line 19-23), and identity of these numbers is stored in switch 8 of the cellular network. An incoming call

provides switch 8 with ANI and DNIS information and, from the ANI information, switch 8 determines whether the call originates from a caller that belongs to the set of pre-paid numbers, or to the set of not-pre-paid numbers. When the subscriber belongs to the pre-paid set, the call is forwarded to CPU 16 via line 15. CPU 16 authenticates the ANI and DNIS and upon valid authentication, a check is made whether the pre-paid balance, which is obtained from database 19, is sufficient to supply a pre-determined quantum of service, for example a minute. If so, the call is established, and the pre-paid balance is deducted by that quantum of time. The service is then provided for that quantum of time, and another check is made to determine whether there is sufficient balance for a next quantum of time. If so, an appropriate amount is deducted from the balance again, the service is continued for the next quantum of time, and the process repeats. The process ends, and the telephone call is terminated, when either of the parties hangs up, or when the money runs out. The referenced appears to say that, when the service is terminated, "[T]he system then bridges to a voice response unit and issues a voice message to the subscriber advising the subscriber of the remaining account balance at block 136" col. 8 line 67 - col. 9, line 3. It is not clear why this statement is made, since a disconnected caller would not hear such a message time.

In contradistinction, claim 1 specifies a switch that is coupled to a called party via a telephone line that is uniquely (though not necessarily permanently) associated with the caller. Claim 1 also specifies a database and a control processor. Responsive to a call initiated by the caller, the processor obtains information from a database, and from that information establishes a maximum allowable time length for the caller. The controller then monitors how much time has elapsed for the call.

In rejecting claim 1, the Examiner points to a switch that inherently is found in LEC 20 of the reference (but which is not explicitly shown) and effectively asserts that it corresponds to the switch of claim 1. As for the telephone line that is uniquely associated with the caller, the Examiner admits that this limitation is absent in the reference but asserts that it would be obvious to "utilize the teachings of Fougnes in any network environment without changing the scope of the claimed subject matter which is to transmit the ANI and a DNIS to a switch, which contacts a host computer to for call

validation the pre-paid account;" presumably including a network environment that has a telephone line that is uniquely associated with the caller.

Respectfully, even if that were the case, the controller of such an arrangement would still be different from the controller of applicants' claim 1. The controller of the reference carries out an operational loop. Each successive time interval (a preselected quantum of time, -- for example, a minute) is treated individually. In contradistinction, the controller of claim 1 makes one calculation, that of maximum allowable time length, and merely maintains a time awareness.

The Examiner asserts that the reference "inherently" establishes a maximum allowable time length. Respectfully, that is not truly the case. The operation of the reference results in allowing a call to reach *close* to a maximum allowable time. Moreover, that is the end result -- not the process. The CPU in the reference never actually establishes a maximum allowable time.

Operationally, this difference in the structure of the applicants' controller on the one hand, and the CPU of Fournies et al on the other hand, results in a limitation in the Fournies et al arrangement that does not exist in the arrangement defined in claim 1. That is, in the Fournies et al arrangement a call is restricted to a multiple number of the selected time intervals, whereas in the arrangement of claim 1 no such restriction exists. Thus, for example, in the Fournies et al arrangement a caller may have enough money for an 8 minute call, but not a 9 minute call, whereas in an arrangement according to claim 1 it may be determined that the pre-paid balance is sufficient for an 8:50 minutes call, and therefore a caller might carry a conversation for 8 minutes and 49 seconds, and not be disconnected.

It is also noted that making repeated calculations (in the Fournies et al reference), is certainly more burdensome than not making such calculations (in an arrangement according to claim 1).

It is respectfully submitted, therefore, that because of the two differences, and the significant commercial advantage that arises from the second difference (discussed above), claim 1 is not obvious in view of the Fournies et al reference. Since claim 1 is not obvious, it is respectfully submitted that claims 2-12, 14, and 15, which depend on claim 1 and introduce additional limitations are also not obvious.

Regarding claim 3, the Examiner asserts that col. 8, line 50 to col. 9, line 8 “reads on the limitations of claim 3.” Applicants respectfully disagree, believing, rather, that the cited passage does not address the question of voice messages, except for the portion spanning col. 8, line 60 to col. 9, line 3, where it is stated:

If either an on-hook condition at the subscriber or the called party at block 130 **or the account balance is not validated at block 132, a disconnection occurs**, accounting ceases and the call, including the DNIS and the elapsed time of the call are logged to the database resident at the remote server (not shown) and the remaining account balance is written to the database at block 134. The system **then** bridges to a voice response unit and issues a voice message to the subscriber advising the subscriber of the remaining account balance at block 136. (emphasis supplied)

Clearly, no voice message is provided in the case of expiration of the budgeted calling time and amount until after a disconnection of the call occurs. This is completely opposite from claim 3, which states: “sending the at least one message to the caller **prior to the expiration** of the budgeted calling time and amount and terminating the call upon expiration of the budgeted calling time and amount” (emphasis supplied). Hence, it is respectfully submitted that the cited passage is opposite from, rather than the same as, the limitation introduced in claim 3.

Regarding claims 9-12, the Examiner merely states that FIG. 1 of the reference “reads on the limitations of claims 9-12.” Applicants respectfully disagree, particularly in connection with claims 9 and 10.

Regarding claim 9, FIG. 1 shows a plurality of service providers, each of which has a host CPU. However, FIG. 1 shows only one database 19. If anything, this suggests that there is **one** database. There is no indication in FIG. 1, and no indications were found in the specification, to suggest that database 19 is distributed throughout the network (which, necessarily, would need to be represented by a plurality of database elements, rather than by one).

Regarding claim 10, the claim specifies that the databases contain instructions for implementing the announcement process. No such attribute is found in the drawing of the database in FIG. 1, no such database attribute is found in the specification, and the Examiner has not pointed to any. Claim 10 also specifies that the databases contain instructions for implementing the monitoring process. Here too, no such attribute is

found in the drawing of the database in FIG. 1, no such database attribute is found in the specification, and the Examiner has not pointed to any.

With reference to claim 16, the Examiner's rejection is based, essentially, on the same argument employed to reject claim 1. Applicants respectfully traverse, and submit that the above remarks relative to claim 1 apply with equal vigor to claim 16.

Claims 4-8, 15, and 21-31 were rejected under 35 USC 103 as being unpatentable over Fournies et al, US Patent 5,722,067 in view of Taskett, US Patent 5,991,748.

Applicants respectfully traverse.

With respect to claim 5, it depends on claim 1 and specifies the further means to send a message prior to the expiration of the budgeted calling time and amount and to allow the call to continue after expiration of the budgeted amount. The Fournies et al reference teaches neither of these functions. The Taskett reference does teach sending the caller a message prior to expiration of the budgeted calling time and amount, but since Fournies et al provides neither mechanism for adding to the amount during the call, nor a mechanism for continuing the call, there is no motivation for changing the Fournies et al reference to an announcement prior to the expiration of the budgeted amount. Even if it were to be argued that there is such motivation, it still remains that the Fournies et al reference does not provide a means for continuing the call after expiration of the budgeted calling time and amount. Adding these limitations to the limitations that make claim 1 not obvious over Fournies et al makes claim 5 clearly patentable.

Claim 6 adds the further limitation that allowing the call to continue after expiration of the budgeted time and amount is subject to an additional charge. Neither Fournies et al nor Taskett employ an arrangement with two payment methods: the prepaid account, and an avenue for an "additional charge to the customer."

Claim 21 is an independent claim. It is similar to claim 16 in that it is a method that obtains a prepaid amount from information that is based on the caller's telephone number. In a manner that is analogous to claim 1, a record is kept of money spent (rather than time spent, as in claim 1) and an announcement is sent to the caller prior to the expiration of the prepaid amount. For the reasons presented above, it is believed that claim 21 is not obvious in view of Fournies et al and Taskett. Claims 22-25 are deleted herein, and claims 26-27 depend on claim 21.

As for claim 28, it specifies that the amount that is retrieved from the database can have a null value to indicate that the telephone number is not found in the database. This cannot happen in the Fougny et al reference because the database is not accessed, except for numbers that are included in the database, and this cannot happen in Taskett because there is no access to a database in connection with a telephone number.

A number of additional claims have been added, which applicants believe are neither anticipated nor obvious in light of the known art.

In light of the above, it is respectfully submitted that all of the rejections have been overcome and that all of the outstanding claims are patentable. Reconsideration and allowance of same are respectfully solicited.

Respectfully,
Steve L Cohen
Michael Davitt
Leonard Matulewski
Alan B. Moshinsky
Kathleen T. Quinn
Usha Rao

Dated: _____

10/14/02

By _____

Henry T. Brendzel

Reg. No. 26,844

Phone (973) 467-2025

Fax (973) 467-6589

email brendzel@att.net comcast.net

Marked Up Version Showing Changes Made

In the claims:

Please **delete** claims 22-25.

Please add the following claims: --

32. A controller comprising:

a first module adapted to receive a caller ID and destination number for a call, and to obtain from a database an available amount corresponding to said caller ID;

a second module adapted to establish a maximum allowable duration for said call, based on said available amount and said destination, when said available amount is sufficient to pay for said initial calling interval;

a third module adapted to cause establishment of said call, to monitor elapsed time of said call, and to cause an alert to be sent to said caller at a selected time prior to when said elapsed time is equal to said maximum allowable duration; and

a fourth module adapted to cause termination of said call to when said elapsed tie equals said maximum allowable duration.

33. The controller of claim **32** where said first module provides, during call setup, a message relating to said available amount.

34. The controller of claim **32** where said fourth module is adapted to provide a forewarning message, at a preselected time prior to causing said termination.

35. The controller of claim **34** where said forewarning message includes advice.

36. The controller of claim **32** where said second module is further adapted to block establishment of said call, when an entry is found in said database that corresponds to said caller's telephone but said available amount is less than necessary to pay for an initial calling interval.

37. A controller comprising:

a first module adapted to receive a caller ID and destination number for a call, and to obtain from a database an available amount corresponding to said caller ID;

a second module adapted to establish a maximum allowable duration for said call, based on said available amount and said destination, when said available amount is sufficient to pay for said initial calling interval;

a third module adapted to cause establishment of said call, to monitor elapsed time of said call, and to cause an alert to be sent to said caller at a selected time prior to when said elapsed time is equal to said maximum allowable duration; and

a fourth module adapted to initiate a process for continuing said call and billing said caller separately for said continuing of said call, when said elapsed time equals said maximum allowable duration.

38. The controller of claim 37 where said second module is further adapted to trigger a process to establish said call and have said caller billed separately for said call, when an entry is found in said database that corresponds to said caller's telephone but said available amount is less than necessary to pay for an initial calling interval.

39. A controller comprising:

a first module adapted to receive a caller ID and destination number for a call, and to obtain from a database an available amount and a stop option corresponding to said caller ID;

a second module adapted to establish a maximum allowable duration for said call, based on said available amount and said destination, when said available amount is sufficient to pay for said initial calling interval;

a third module adapted to cause establishment of said call, to monitor elapsed time of said call, and to cause an alert to be sent to said caller at a selected time prior to when said elapsed time is equal to said maximum allowable duration; and

a fourth module adapted

to initiate a process for continuing said call and billing said caller separately for said continuing of said call, when said elapsed time equals said

maximum allowable duration and said stop option corresponds to soft-stop service.

to cause termination of said call when said elapsed time equals said maximum allowable duration and said stop option corresponds to hard-stop service.

40. The controller of claim **39** where said second module is further adapted to trigger a process to establish said call and have said caller billed separately for said call, when said available amount is less than necessary to pay for an initial calling interval but said stop option corresponds to a soft-stop service, and to block establishment of said call, when said available amount is less than necessary to pay for an initial calling interval but said stop option corresponds to a hard-stop service, and

41. The controller of claims **32**, **37**, and **39**, further comprising a fifth module adapted to decrement said available amount in said database in accord with duration portion of said call that is not billed separately.

42. The controller of claims **32**, **37**, and **39**, further comprising said database from which said available amount is retrieved for said caller ID.

43. The controller of claims **32**, **37**, and **39**, further comprising a voice message unit coupled to said controller, outputting said alert to said caller.

44. The controller of claim **43** where said voice message unit is a voice response unit.

45. The controller of claim **43** where said second module is further adapted to trigger said voice message unit to send to said caller a starting-message, effectively at beginning of said call.

46. The controller of claim **43** where said third module causes said voice message unit to send an alert message to said caller when difference between said maximum allowable duration and said elapsed time is less than a predetermined threshold that is greater than zero.

47. The controller of claim **46** where said alert message informs said caller of time remaining before said elapsed time equals said maximum time, or informs said caller of time remaining before said elapsed time equals said maximum time and suggests that said available amount be replenished upon completion of said call.

48. The controller of claim **43** where said voice message unit is adapted to output a variety of messages, and said controller determines which message is outputted.

49. The controller of claim **43** where said voice message unit is adapted to send messages to the caller in a manner that prevents a called party from hearing said message.

50. The controller of claim **39** wherein further comprising separate apparatus for enabling said caller to establish, replenish, or modify said available amount before initiating a call.

51. The controller of claim **39** further comprising a local exchange carrier switch to which said apparatus is connected.

52. The controller of claim **48** where said means comprises apparatus for said caller accessing said database by placing a call to a prearranged number.

53. A method for supporting a call initiated by a caller, to a call destination, through a communications network comprising the steps of:

- g) pursuant to received information that specifies said destination, and prepaid amount information that is fetched from an entry in a database through a

- query based on received caller ID information, determining a maximum allowable duration for said call;
- h) establishing said call between said caller and said destination;
 - i) monitoring duration of said call;
 - j) providing an alert to said caller when said call duration approaches said maximum allowable duration to within a preselected non-zero time interval,;
 - k) when said call is terminated voluntarily by action of said caller or said destination, decrementing said prepaid amount in said entry of said caller ID in said database by an amount corresponding to said call duration at time when said call is terminated, and
 - l) triggering a process for involuntary termination of said call when said call is not terminated by time said call duration equals said maximum allowable duration, or for continuing said call but billing said caller separately for said continuing of said call.

54. The method of claim **53** where said step of establishing includes providing a voice message to said caller related to said maximum allowable duration.

55. The method of claim **53** where said alert is a voice message that is provided in a manner that allows only said caller to hear the voice message.

56. The method of claim **55** where said message informs said caller of time left before said call duration will equal said maximum allowable duration.

57. The method of claim **53** where said step of establishing proceeds to establish said call only when said maximum allowable time is greater than zero, and otherwise blocks said call.

--.